

## Interagency Agreements Template

### General Guidance:

Agreements between NASA and another government entity are called interagency agreements (IAs). This template describes IAs in which NASA is providing services for another government agency and is being reimbursed for the cost of those services. It describes the narrative that may accompany the cost and funding documents for the agreement.

In addition to the narrative described here, an IA will include an Estimated Price Report (EPR) and any backup material needed to explain the information in the EPR. Guidance for preparing the EPR can be found on the Regional Finance Office web site at <http://rfo.gsfc.nasa.gov/> under Financial Services Department Code 159, Reimbursables.

The non-NASA agency will also prepare a funding document once terms of the agreement have been agreed to indicating the amount that NASA will receive in exchange for its services. This may take the form of a purchase order for a non-Defense agency or a Military Interdepartmental Procurement Request (MIPR) for a Department of Defense agency. The funding document becomes part of the reimbursable package.

A narrative IA (which may be called a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA)) is appropriate when the parties wish to jointly provide for more than would be set forth in a funding document or when they need a political or other public document jointly signed. For a simple IA, there may be no narrative agreement. A brief description of the work to be performed and the funding document may be contained in a Military Interdepartmental Purchase Request (MIPR) or purchase order (PO).

Note that only the GSFC Director has the authority to sign a GSFC-negotiated narrative agreement. The Agency Administrator or his designee signs HQ-negotiated agreements.

For more complex agreement, the performing organization or the potential customer should prepare an *agreement package* before the acceptance of a funding document. This agreement package includes a draft agreement, e.g., MOU, MOA, or Host-Tenant agreement, that clearly states the technical requirements, obligations of each party, and other related issues. It will also include the response letter, which the performing organization prepares.

The performing organization forwards these items to the GSFC Office of Chief Counsel for review and approval for an agreement of any cost if the agreement contains a travel component. If no travel is involved, the agreement is forwarded to the Chief Counsel only if the agreement will cost \$10,000 or more.

The Chief, Financial Services Department or the Center Director (depending on the price of the agreement) indicates approval of the agreement by signing the response letter and sending it and the signed agreement to the customer. (See below for a sample response letter.)

Once the agreement has been accepted, the performing organization requests and receives a funding document from the customer and prepares the *reimbursable package* (which also includes the reimbursable agreement package that has been accepted). The reimbursable package contains the route sheet, response letter, Estimated Price Report (EPR), signed P.O. or MIPR, and any other supporting documentation. This package is forwarded according

to the sequence shown on the route sheet for the necessary signatures and approvals. Once this is done, the entire package goes to the RFO for processing.

If travel will take place as part of the agreement, the performing organization must prepare an itinerary of all anticipated trips. This itinerary should be as detailed as possible and should include the names of the travelers, the destination, purpose, dates and duration of trips, and estimated costs. The requirements for providing travel data are strict to avoid the appearance of abuse and to ensure that direct NASA funds should not be paying for the travel.

Note that this itinerary is for travel that occurs as part of a products and services reimbursable agreement. "Travel-only" agreements are different and are addressed in Chapter 6 of this handbook.

Traveler	Destination	Purpose	Date	Estimated Cost
M. Jadsater	San Francisco, CA	Attend Independent review	11/98 (6 days)	\$1,400
B. Morris	San Francisco, CA	Attend Independent review	11/98 (6 days)	\$1,400
P. Sarris	Albuquerque, NM	Flight test	11/98 (5 days)	\$1,200
J. Olds	Los Angeles, CA	Internal audit	11/98 (4 days)	\$1,200
A. Lerner	Los Angeles, CA	Internal audit	11/98 (4 days)	\$1,200
Total				\$6,400.00

Although no specific sections are required, the following sections are typically parts of the narrative that may be included in an IA.

**Title:** Agreements may be given a short title stating the type of agreement, the parties, and the agreement's purpose. Approval signatures may be located on the title page or on a separate page.

**Purpose:** This section briefly describes the purpose and general scope of the planned activities, the subject of any testing, facilities and equipment to be used, and the objective to be achieved. Often, *a single paragraph is sufficient*.

**Authority:** The Space Act of 1958 is NASA's agency-specific authority for interagency agreements. *Section 203(c) of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. 2463(c))*. It should be used in preference to the Economy Act, which applies to all executive agencies unless the partnering agreement objects.

**References and Applicable Documents:** Technical and programmatic documents that provide information about the work to be performed or regulations that apply. It is essential to include a date and version for any cited documents to ensure that the appropriate documents are always referenced.

**Background:** A brief historical background if this is an ongoing partnership relationship or it forms part of an ongoing project.

**Scope:** A description of the work and deliverables. These can include items such as engineering services, pre-launch support, range safety, etc. The frequency or delivery dates should be noted.

**Management Interfaces and Points of Contact:** The responsible office and specific individuals should be named for all parties to the agreement. This should include as much information as possible such as phone numbers, fax numbers, and e-mail addresses.

**Responsibilities:** This section describes the actions to be performed by each party to the agreement, including the type of effort, information, equipment, and personnel to be provided by each. This section is most useful when NASA's responsibilities and its partner's responsibilities are delineated clearly.

In all cases, NASA's responsibilities should be based on its use of "reasonable efforts," which means the same as "best efforts" but is the preferred terminology.

Although the amount of detail in this section will vary, there must be sufficient detail to disclose both the core obligations of the agreement and the nature of the resources to be committed for its fulfillment.

**Funding or Financial Obligations:** This section sets out both NASA's and the partner's contributions to the agreement to include funding and in-kind contributions where appropriate. Regulations, published as [FMM 9090](#), require full cost accounting and recovery for fully reimbursable work unless authorized by statute. Provisions for future cost estimates and for billing should be noted.

**Administration:** This section describes the effective dates of the agreement. Usually the effective date is the date of last signature but, in all cases, it may not occur before both parties have signed the agreement. Provisions for extension of the agreement should be noted as should the requirements and procedures for termination of the agreement.

A response letter from the GSFC organization providing the service to the customer is included in the package. This letter identifies the GSFC Cash Management Branch person responsible for preparing and submitting the bills to the customer.

#### **Sample Response Letter:**

National Aeronautics and  
Space Administration

**Goddard Space Flight Center**  
Greenbelt, MD 20771



Copy to 549  
Person of:

Commanding Officer  
Customer Agency

Customer Address

Subject: Acceptance of Military Interdepartmental Purchase Request (MIPR) Number  
xxxxxxx, Basic

We are pleased to inform you that the Goddard Space Flight Center (GSFC) can accept your request for [description of service].

The support will be provided per your MIPR, xxxxxxxxxx, Basic, dated February 23, 2001, in the amount of \$5,000 (executed document enclosed). The period of performance will commence upon acceptance of this document and is based on the funds expiration date for obligation purposes of September 30, 2001.

The GSFC Financial Services Department (FSD), Code 159, will make payment collections via the On-line Payment and Collection system (OPAC). If your organization does not have OPAC capability, they will submit quarterly billings. Any inquiries with respect to the billings should be directed to the FSD at 301-286-8074.

For inquiries concerning technical issues, you may contact [GSFC Technical Rep and phone number]. For inquiries concerning cost issues, you may contact the Resources Analyst assigned to this agreement, [GSFC Resources Contact and phone number].

Gale Fleming  
Chief, Financial Services Department

Enclosure

Cc:  
159/Ms. K. Russell  
501/resources rep  
549/technical rep